

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 37	
2. CONTRACT (Proc. Inst. Ident.) NO. DABT67-02-C-0004		3. EFFECTIVE DATE 01 Jun 2002		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY DIRECTORATE OF CONTRACTING 1342 PLUMMER STREET SUITE 12 BUILDING 276 MONTEREY CA 93944-3328		CODE DABT67		6. ADMINISTERED BY (If other than Item 5) DIRECTORATE OF CONTRACTING E. MALISSA WILLIAMS 831-242-6563 WILLIAMSM2@POM-EMH1.ARMY.MIL MONTEREY CA 93944-3328		CODE BT67MW	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CITY OF MONTEREY ATTN: CITY MANAGER CITY HALL MONTEREY CA 93940				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Block 12	
CODE 1VLZ6		FACILITY CODE					
11. SHIP TO/MARK FOR SEE SCHEDULE (POM) MONTEREY CA 93944-5006		CODE POMSEE		12. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICES DFAS-SEASIDE 400 GIGLING ROAD SEASIDE CA 93955		CODE HQ0305	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$189,267.92	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DABT67-02-R-0002-0001 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER BROADY, SUE J (P-ATZPDOC) / CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		18-Jul-2002	

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		8.00	Months	\$23,658.49	\$189,267.92

Fire Protection Service, Hazardous Material,
FFP - Incident Responses, and Emergency Medical Response Services for the
Presidio of Monterey, California.
For the period 01 June 2002 through 31 January 2003
PURCHASE REQUEST NUMBER DPWC02-0300-0001 3P&F

NET AMT	\$189,267.92
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ACRN AA Funded Amount	\$189,267.92
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		12.00	Months	\$23,921.31	\$287,055.72

Fire Protection Service, Hazardous Material,
FFP - Incident Responses, and Emergency Medical Response Services for the
Presidio of Monterey, California.
For the period 01 February 2003 through 31 January 2004
PURCHASE REQUEST NUMBER DPWC02-0300-0001

NET AMT	\$287,055.72
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ACRN AB Funded Amount	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Fire Protection Service, Hazardous Material, FFP - Incident Responses, and Emergency Medical Response Services for the Presidio of Monterey, California. For the period 01 February 2004 through 31 January 2005 PURCHASE REQUEST NUMBER DPWC02-0300-0001	12.00	Months	\$24,197.27	\$290,367.24

NET AMT	\$290,367.24
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ACRN AB Funded Amount	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Fire Protection Service, Hazardous Material, FFP - Incident Responses, and Emergency Medical Response Services for the Presidio of Monterey, California. For the period 01 February 2005 through 31 January 2006 PURCHASE REQUEST NUMBER DPWC02-0300-0001	12.00	Months	\$24,487.02	\$293,844.24

NET AMT	\$293,844.24
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ACRN AB Funded Amount	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Fire Protection Service, Hazardous Material, FFP - Incident Responses, and Emergency Medical Response Services for the Presidio of Monterey, California. For the period 01 February 2006 through 31 January 2007 PURCHASE REQUEST NUMBER DPWC02-0300-0001	12.00	Months	\$24,791.26	\$297,495.12

NET AMT	\$297,495.12
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ACRN AB Funded Amount	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Fire Protection Service, Hazardous Material, FFP - Incident Responses, and Emergency Medical Response Services for the Presidio of Monterey, California. For the period 01 February 2007 through 31 January 2008 PURCHASE REQUEST NUMBER DPWC02-0300-0001	12.00	Months	\$25,110.72	\$301,328.64

NET AMT	\$301,328.64
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ACRN AB Funded Amount	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Fire Protection Service, Hazardous Material, FFP - Incident Responses, and Emergency Medical Response Services for the Presidio of Monterey, California. For the period 01 February 2008 through 31 January 2009 PURCHASE REQUEST NUMBER DPWC02-0300-0001	12.00	Months	\$25,446.15	\$305,353.80

NET AMT	\$305,353.80
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ACRN AB Funded Amount	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Fire Protection Service, Hazardous Material, FFP - Incident Responses, and Emergency Medical Response Services for the Presidio of Monterey, California. For the period 01 February 2009 through 31 January 2010 PURCHASE REQUEST NUMBER DPWC02-0300-0001	12.00	Months	\$25,798.35	\$309,580.20

NET AMT	\$309,580.20
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ACRN AB Funded Amount	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Fire Protection Service, Hazardous Material, FFP - Incident Responses, and Emergency Medical Response Services for the Presidio of Monterey, California. For the period 01 February 2010 through 31 January 2011 PURCHASE REQUEST NUMBER DPWC02-0300-0001	12.00	Months	\$26,168.16	\$314,017.92

NET AMT	\$314,017.92
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ACRN AB Funded Amount	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Fire Protection Service, Hazardous Material, FFP - Incident Responses, and Emergency Medical Response Services for the Presidio of Monterey, California. For the period 01 February 2011 through 31 January 2012 PURCHASE REQUEST NUMBER DPWC02-0300-0001	12.00	Months	\$26,556.46	\$318,677.52

NET AMT	\$318,677.52
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ACRN AB Funded Amount	\$0.00
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SECTION C Descriptions and Specifications

PERFORMANCE WORK STATEMENT

FIRE PROTECTION

C.1 SCOPE OF WORK. The Contractor, hereinafter called the City, shall furnish all apparatus, labor, tools, materials, equipment, transportation, personnel, and supervision to manage and perform all operations for Fire Fighting Service including but not limited to; Hazardous Material Incident Responses, and Emergency Medical Response Service, at the Presidio of Monterey, California in accordance with the terms, conditions, and standards contained herein.

C.1.1 The functional areas included in this work are comprised of, but are not necessarily limited to: Fire Fighting Services, Hazardous Material Incident Responses, Emergency Medical Responses and Re-setting of Fire Alarms.

C.1.2 Personnel. The City shall supply fire department personnel trained to the level of standards contained in Army Regulation, (AR) 420-90, Department of Defense Instruction, (DoDI) 6055.6 and National Fire Protection Association (NFPA), Standard 807 & Standard 1500.

C.1.3 Quality Assurance. The Government will inspect for compliance with all contract requirements in accordance with the Inspection of Services clause, Federal Acquisition Regulation (FAR) 52.246-04. Government personnel will conduct unannounced inspections for compliance. Specific focus will be on types of vehicles responding, response times, number of persons responding and the re-setting of fire alarms. Government personnel conducting inspections include, but are not limited to, the Contracting Officer and his/her authorized representative. Inspections performed by the Contracting Officer shall take precedence over any and all inspections performed by other authorized Government representatives. The City and/or City's representative may accompany the authorized Government representative during any inspections conducted throughout the period of this contract.

C.1.4 Security. The City's employees are subject to security checks upon entering the military installation. Persons found in possession of firearms, ammunition, explosives, pyrotechnic devices, knives, other lethal weapons not utilized in fire suppression, or removing Government equipment and/or supplies will be prosecuted and/or barred from the installation.

C.1.5 Safety/Accident Prevention. The City shall prepare a Department of Army (DA) Form 285 (United States Army Investigation Accident Report) within three (3) working days of any employee becoming incapacitated and unable to report for work on their next regularly assigned work day as a result of a job-connected injury which occurs on Presidio of Monterey. The City shall request technical advice and assistance necessary in accident investigating and reporting from the Installation Safety Director through the Contracting Officer. The City shall submit a copy of the accident report to the Contracting Officer.

C.1.5.1 The City shall maintain an accurate record of and will report to the Contracting Officer and Contracting Officer Representative (COR) exposure data and all accidents resulting in death, traumatic injury, occupational disease and/or damage under this contract. The City shall use forms prescribed by Army Safety Regulations.

C.1.5.2 If the Contracting Officer notifies the City in writing of noncompliance with the foregoing provision and the action required to be taken, the City shall, after receipt of notice, immediately correct the deficiencies. Such notice, when delivered to the City or its representative, shall be deemed sufficient for this purpose.

C.2 Technical Definitions.

C.2.1 Fire Fighting Service. Fire Fighting Service as used in this contract consists of furnishing all apparatus, personnel, supervisions, supplies, and equipment necessary to accomplish all fire fighting requirements at the service location. Under this service, the City shall maintain in a state of instant readiness, all equipment, apparatus, and personnel necessary to accomplish such action.

C.2.1.1 Hazardous Material Incident Response. Hazardous material responses, as used in this contract, consist of furnishing all apparatus, personnel, supervision, supplies, and equipment as may be necessary to isolate and evacuate an area impacted by a hazardous material release and secure the area against entry by unauthorized personnel until the arrival on the scene of a representative of the Directorate of Environmental and Natural Resources' Hazardous Material Response Team located at the Presidio of Monterey, California. The City shall contact this team immediately by calling (831) 242-7932. The Hazardous Material Response Team will initiate follow-up cleaning and disposal.

C.2.2 ACRONYMS.

- a. AR – Army Regulation
- b. COCO – City Owned/City Operated
- c. COR – Contracting Officer Representative
- d. DENR - Directorate of Environmental and Natural Resources
- e. DoDI – Department of Defense Instruction
- f. EMS - Emergency Medical Service
- g. FAR – Federal Acquisition Regulation
- h. DFARS – Defense Federal Acquisition Regulation
- i. POL - Petroleum, Oil and Lubricants

C.3 GOVERNMENT-FURNISHED PROPERTY/SERVICES.

C.3.1 Property. The City shall not use Government property or services for any purpose other than those described in this contract. Government property shall not be removed from the Presidio of Monterey without written approval from the Contracting Officer.

C.3.2 Fire Prevention Service. The Government will furnish fire prevention service. Fire prevention service consists of control of conditions at the service location to prevent and avoid situations and circumstances that may be likely to cause a fire or to increase the destructive effect of a fire started from other causes. The Government will initiate, supervise, and execute a program providing for maintenance of good housekeeping practices, fire prevention inspections, and control of personnel actions at the service location, in accordance with applicable Army regulations and directives. This program shall include promulgation and enforcement of necessary fire prevention regulations for the purpose of reducing or eliminating actual or potential fire hazards. The Government will be responsible for adequate fire flow.

C.4 CITY FURNISHED ITEMS. With the exception of items specifically identified as Government-furnished in Section C.3, the City shall furnish all apparatus, personnel, supervision, supplies, and equipment necessary to perform all work required under this contract.

C.4.1 POL and Fuels. The City shall furnish all POL and automotive fuels required for the maintenance and operation of City-owned vehicles and equipment.

C.4.2 Equipment. It is the responsibility of the City to furnish all items necessary to meet the requirements of this contract. This shall include the capability of receiving emergency incident transmissions directly from the fire alarm monitoring Contractor, via telephone and/or radio, or through a county emergency communications (911) center that

the City subscribes to. All specified equipment, fully operational and exclusive of that dead-lined for maintenance and repair, shall be provided by the City to accomplish the work.

C.4.3 CITY OWNED/CITY OPERATED (COCO) VEHICLES. All vehicles utilized by the City for Fire Fighting Services, Hazardous Material Incident Responses, and Emergency Medical Response Service shall be specifically designed for that purpose.

C.4.3.1 All vehicles entering the military installation shall be in fully operable condition and shall meet all installation, Local, State, and Federal safety requirements. Equipment determined by the Contracting Officer or the COR to be in poor operating condition shall be immediately removed from service by the City and shall be repaired or replaced at the City's expense.

C.4.3.3 All City personnel shall have City provided photo identification badges which they must wear in plain sight upon entering the installation or other Government facilities associated with the performance of this contract.

C.4.3.2 The City shall mark and maintain, on both sides of all COCO vehicles, City's name and vehicle identification number (City assigned).

C.4.4 Maintenance and Repair of COCO Equipment. All items of COCO equipment shall be maintained and repaired by the City. City furnished equipment that is inoperable or unserviceable for whatever reason, including failure to meet installation, federal, state, or local safety requirements, shall be removed from the installation within three (3) hours after failure, upon notification by the Contracting Officer. Such failure shall not be cause for the City to reduce service or performance. City furnished equipment shall be removed from the installation within three (3) working days after termination or expiration of contract. The City will not be allowed the use of Government furnished property or equipment to perform maintenance or repair on City furnished equipment, unless so authorized in writing by the Contracting Officer. The City shall verbally notify both the Contracting Officer and the COR of all vehicle breakdowns that occur both on and off post which may create an impact upon Fire Fighting Services, Hazardous Material Incident Responses, or Emergency Medical Response Service at the Presidio of Monterey.

C.4.5 PERMITS AND LICENSES. Unless otherwise specified, the City shall obtain and maintain any necessary licenses and permits, give all notices, and comply with any applicable Federal, State, County, and Municipal laws, codes and regulations.

C.5. SPECIFIC TASKS/STANDARDS. The City shall perform the following services:

C.5.1 The City shall furnish to the Government, Fire Fighting Service necessary to accomplish all fire fighting requirements. The City shall take all action necessary to confine, control, and extinguish all fires at the service location. In the event of the sounding of additional alarms, the City shall furnish additional equipment. If the City's equipment is insufficient to cope with and control a fire, the City shall be able to execute service through a mutual aid agreement with another City, County or State fire fighting entities. In the event there is a fire at the Presidio of Monterey and the City is fighting a fire or performing services at a different location, the City must ensure that the facilities located at the Presidio of Monterey are fully protected.

C.5.1.1 The City shall provide Emergency Hazardous Material Incident Response and contact the Directorate of Environmental and Natural Resource (DENR), Hazardous Material Unit at (831)242-7932 during regular business hours (7:45AM-4:45PM), and the Staff Duty Office at (831) 242-5119 during non-business hours.

C.5.1.2 If circumstances exist that are an immediate threat to life or the environment, the City shall take additional action, as deemed appropriate, to temporarily reduce or mitigate the hazard, until the arrival on the scene by a representative of the DENR Hazardous Material Unit. Such action shall not require reimbursement by the Government to the City for any additional costs of materials, equipment, personnel, or sub-contracted services used by the City. These costs shall be considered part of the cost of the basic response .

C.5.1.3 The City shall provide Emergency Medical Service at the first responder level in accordance with Monterey County Emergency Medical Service guidelines.

C.5.1.4 Upon completion of a response by the City, the City shall be responsible for resetting all fire alarms that were activated and resulted in such response. This service includes the re-setting of the pull stations in the buildings.

C.5.2 Mandatory Compliance with DoDI 6055.6. All apparatus, personnel, supervision, supplies, staffing, response times and equipment shall be provided in accordance with the most current version of DoDI 6055.6, and incorporated herein as though fully set forth.

C.5.2.1 Staffing Requirements Medical, Service, Unconfirmed Fire Alarm and Non-Fire Calls: This type of response includes alarm bells (unconfirmed local fire calls), medical calls, service calls, and other non-fire responses. The City shall respond to these calls with a minimum of one pumper; usually staffed with 3 personnel. The Duty Chief will respond, as he/she deems appropriate to the nature of the call, to ensure the arrival of 4 personnel on the scene. When the City confirms that a fire exists on the Presidio of Monterey, the City shall respond with their standard response of sufficient equipment and personnel to meet the requirements of AR 420-90 and DoDI 6055.6.

C.5.2.2 Staffing Requirements for Structural Fires: Responses to reported structural fires require that the City shall respond with two (2) pumpers and a total of eight (8) firefighters at the scene to meet DoD requirements. The Government will not require that the eight (8) firefighters arrive at the incident aboard the two required pumpers however, the City must have the required eight firefighters at the scene for the two pumpers.

C.5.2.3 Travel Times: The City shall meet the travel times specified below. Travel Time is defined as the maximum amount of time that it takes for a fire apparatus to travel from the fire station to the incident.

C.5.2.4 First arriving structural apparatus shall meet a travel time of five minutes for 90% of all alarms.

C.5.2.5 The remaining units shall meet a travel time of 10 minutes for 90% of all alarms.

C.5.2.6 These travel times only apply to structural apparatus responding to structural incidents.

C.5.2.7 Records and Reports. The City shall furnish the Contracting Officer and COR monthly response data by the fifth (5th) workday of the following month and other data as may be required by the Contracting Officer. An authorized representative of the City shall certify the report. Negative responses are required. The reports shall show the following as a minimum:

C.5.2.7.1 Reporting Period (Month)

C.5.2.7.2 Local Number of Responses

C.5.2.7.3 Date of each Response

C.5.2.7.4 Type of Incident for each Response

C.5.2.7.5 Dispatch Time: Time dispatched by County Communication Center

C.5.2.7.6 Travel Time: Time from station to incident site

C.5.2.7.7 Actual Time Worked for each Response

C.5.2.7.8 Number of Fire Apparatus Dispatched to each Alarm

C.5.2.7.9 Total of all responses for reporting month

C.5.2.8 Compliance with Regulations. The City shall comply with all applicable Federal and State regulations governing Fire Fighting Services, Hazardous Material Incident Responses, and Emergency Medical Response Service. In particular, the City shall adhere to the most current version of DoDI 6055.6 and Army Regulation 420-90. Copies of the regulations will be made available to the City upon contract award and upon written request to the COR.

C.5.2.9 Work Hours. Normal hours of operation shall be twenty-four (24) hours per day, seven (7) days per week.

C.5.2.10 Damage. The City shall repair/replace any Government-owned or personal property damaged by them during the course of contract operations, at no additional cost to the Government.

C.6 APPLICABLE PUBLICATIONS AND FORMS. Regulations, directives, and related publications and forms applicable to this contract are listed below. All referenced publications shall be made available to the City upon written request to the COR. Mandatory regulations and directives have been coded with an asterisk (*). The City shall comply with mandatory regulations and directives to the extent specified. All other regulations and directives listed are considered advisory and are provided for information only. Publications, supplements, and amendments thereto shall be updated and issued periodically by the COR. The Government will consider them in full force and effect immediately upon replacement by the COR.

C.6.1 Upon receipt of changes or updates to regulations and publications that will cause an increase or decrease in contract cost or price, the City shall notify the Contracting Officer immediately in writing.

C.6.2 Publications.

C.6.2.1 Army Regulations.

<u>Number</u>	<u>Title</u>	<u>Date</u>
*AR 200-1	Environmental Quality Environmental Protection and Enhancement	Feb 97
*AR 385-10	Army Safety Program	Feb 00
*AR 385-55	Prevention of Motor Vehicle Accidents	Mar 87
*AR 420-90	Fire Protection	Feb 99

C.6.2.2 U.S. Army Corps of Engineers Engineering Manual (EM).

<u>Number</u>	<u>Title</u>	<u>Date</u>
*EM 385-1-1	Safety and Health Requirements Manual	March 96

C.6.2.3 National Fire Protection Association (NFPA).

<u>Number</u>	<u>Title</u>	<u>Date</u>
Standard 704	Standard System for the Identification of the Fire Hazards of Materials	1996

Standard 1500	Standard on Fire Department Occupational Safety and Health Program	1997
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C.6.2.4 Department of Defense (DoD) Publication.

<u>Number</u>	<u>Title</u>	<u>Date</u>
DoD Instruction 6055.6	Department of Defense Fire Protection Program	10 OCT, 2000

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

INSPECTION AND ACCEPTANCE TERMS

E. 1 ACCEPTANCE

Acceptance of all services to be provided shall occur at Presidio of Monterey, California.

E. 2 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with FAR 52.246-4 "Inspection of Services-Fixed-Price (AUG1996) "services rendered are subject to Government Inspection during both the Contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Inspection is not a substitute for Quality Control by the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Inspections and to vary the inspection methods utilized during the work without notice to the Contractor.

E. 3 INSPECTION BY REGULATORY AGENCIES

Work described in Section C, is subject to inspection by other Government Agencies. The Contractor shall provide personnel to accompany the regulatory agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected. The Contractor shall participate in responding to all requests for information, and inspection or review findings by regulatory agencies.

E. 4 PERFORMANCE EVALUATION MEETINGS

- (a) The Contractor shall meet with the Presidio of Monterey Directorate of Public Safety and the Contracting Officer as often as required at the discretion of the Contracting Officer. Performance problems shall be discussed and mutual efforts made to resolve the problems during these meetings.
- (b) The Contractor shall be fully knowledgeable in the requirements of the Performance Work Statement (PWS) and be prepared to discuss performance from the perspective of these requirements. All procedural requirements for notification of defects, submission of requests for rework and other requirements associated with issuance and response to Contract Discrepancy Reports (CDRs) shall be set forth by the Contracting Officer.

END OF SECTION E

SECTION F Deliveries or Performance

SECTION F DELIVERY OR PERFORMANCE

F. 1 CONTRACT PERIOD:

Contract awarded under this solicitation shall extend from 1 June 2002, or date of contract award, whichever is later, through 31 January 2003, both dates inclusive, unless sooner terminated under the terms of the contract.

F.2 MILITARY TIME CONVERSION TABLE

Military Civilian Military Civilian

0100	1:00 a.m.	1300	1:00 p.m.
0200	2:00 a.m.	1400	2:00 p.m.
0300	3:00 a.m.	1500	3:00 p.m.
0400	4:00 a.m.	1600	4:00 p.m.
0500	5:00 a.m.	1700	5:00 p.m.
0600	6:00 a.m.	1800	6:00 p.m.
0700	7:00 a.m.	1900	7:00 p.m.
0800	8:00 a.m.	2000	8:00 p.m.
0900	9:00 a.m.	2100	9:00 p.m.
1000	10:00 a.m.	2200	10:00 p.m.
1100	11:00 a.m.	2300	11:00 p.m.
12:00	noon	2400	12:00 p.m.

F.3 FEDERAL HOLIDAYS

The following legal holidays are observed:

January 1st
 3rd Monday of January
 3rd Monday of February
 Last Monday of May
 July 4th
 1st Monday of September
 2nd Monday of October
 November 11th
 4th Thursday of November
 December 25th

Performance under this contract for fire protection services shall be provided on a twenty-four hour a day, seven-day a week basis. Performance of other duties not requiring 24/7 coverage the following shall apply: If a holiday falls on a regular workday, Monday through Thursday, the work shall be performed on the day following the holiday. If a holiday falls on a Friday, and it is a regular workday, the service shall be performed on Thursday.

F.4 NORMAL DUTY HOURS AND AFTER DUTY HOURS, GOVERNMENT

The normal duty hours for Government personnel are 0745 to 1645, Monday through Friday excluding Federal Holidays. All other hours are considered after duty hours, including weekends and Federal Holidays.

END OF SECTION F

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 212202000000571069325779P00002540I6J312DPWC0203000001J312I6004351 000000000000
 AMOUNT: \$189,267.92

AB: 2120000XXXXXXXXXXXXBLANKXXXXXXXX111222222BLANKXFORXDXDXDABT67 000000000000
 DABT67
 AMOUNT: \$0.00

CLAUSES INCORPORATED BY REFERENCE:

252.201-7000 Contracting Officer's Representative DEC 1991
 252.242-7000 Postaward Conference DEC 1991

G. 1 AUTHORITY

The Contracting Officer is responsible for the administration of this contract and alone is authorized to take actions on behalf of the Government, which result in changes in the terms of the contract, including deviations from specifications or drawings.

G. 2 CONTRACT ADMINISTRATION

Contract administration shall be provided by:

DIRECTORATE OF CONTRACTING
 1342 PLUMMER STREET
 BUILDING 276, SUITE 12
 MONTEREY, CA 93944-3328

Telephone: (831) 242-6563
 (831) 242-6573

After award, the solicitation number is no longer used. All correspondence or telephone inquiries should include the applicable contract number.

G.3 FREQUENCY OF INVOICING

Contractor may invoice on a monthly basis. Payment will be made only for those items or services actually received during the period.

END OF SECTION G

SECTION H Special Contract Requirements

H.1 RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR AND CONTRACTING PERSONNEL

- (a) The Government and the Contractor understand and agree that the services to be delivered under this contract are non-personal services and that no employer-employee or master-servant relationship exists or will exist under the contract between the Government and the Contractor or between the Government and the Contractor's personnel. Further, the Contractor is not the Government's agent.
- (b) The Government will not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not become an integrated part of the Government organization in connection with performance under this contract.
- (c) The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgement and discretion on behalf of the Government, but rather, the Contractor's employees shall act and exercise personal judgement and discretion on behalf of the Contractor.

H.2 COLLECTIVE BARGAINING AGREEMENT

If the successful Contractor's employees at this site will be performing under a Collective Bargaining Agreement or Memorandums of Understanding, a copy of the agreements shall be provided to the Government within ten days after receipt of notice of award. The Contractor shall notify the Contracting Officer 30 days prior to commencement of any Collective Bargaining Agreement negotiations.

H.3 MINIMUM INSURANCE

The Contractor shall obtain and maintain the following minimum insurance during the entire contract performance period. Before beginning on-site operations, the Contractor shall submit to the Contracting Officer evidence of insurance coverage. Certificates of Insurance shall contain a 30-day cancellation notice.

- (a) Statutory Workers' Compensation and Employer's Insurance: \$200,000.
- (b) General liability – bodily injury insurance \$500,000 per occurrence.
- (c) Vehicles liability (comprehensive): \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. Bodily injury liability and property damage liability shall cover the operation of all automobiles, trucks, vehicles, and other mobile equipment used in connection with the performance of this contract.
- (d) The requirement for insurance shall be waived contingent upon written confirmation of Contractor's self-insured status.

H.4 MOBILIZATION AND OTHER CONTINGENCY PLANNING AND SUPPORT

- (a) The attention of the contractor is invited to the clause in the general provisions entitled "CHANGES". This clause permits the Contracting Officer to make changes within the general scope of the contract to include the definition of services, and place and time of performance.
- (b) Among the circumstances in which the provisions of this clause may be invoked are general or limited mobilization, force structure realignments, changes in mission support requirements or any quick response support requirements which impact on contract performance. Should any of these eventualities occur, the

contractor shall take whatever measures are needed to meet the demands. The Contracting Officer shall determine the start and completion times of these actions.

- (c) To ensure that government operations which depend upon the services provided hereunder can proceed with no or only minimal disruption, the contractor shall, during the life of this contract, anticipate the possibility of these support requirements and the steps it will need to take to rapidly expand the contract capabilities to meet the exigency.

H. 5 APPROVALS BY THE GOVERNMENT

Unless expressly stipulated elsewhere in this contract as being excepted from this provision, wherever this contract provides for submittal of plans, designs, components, or other items for approval of the Contracting Officer, such approvals shall not be construed as a complete check as to the adequacy of the submittal, nor as an agreement that the submittal will meet the requirements of the contract. Such approvals shall in no way relieve the Contractor of the responsibility of meeting all the requirements of this contract.

H. 6 IDENTIFICATION OF CONTRACTOR EMPLOYEES

- a. The contractor shall provide each employee an identification (ID) badge on contract start date or on employment start date. The ID badge shall be made of nonmetallic material. The badge shall be easily readable and include employee's name, contractor's name, functional area of assignment, security clearance if applicable, and color photograph. The ID badge template shall be approved by the contracting officer or his or her designee before start date.
- b. Display of ID Badges: Contractor personnel shall wear the AID badge at all times when performing work under this contract to include attending government meetings and conferences. Unless otherwise specified in the contract, each contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety of health reasons prohibit such placement.
- c. Answering Telephones: Contractor personnel shall identify themselves as contractor employees when answering government telephones.
- d. Utilizing Electronic Mail:
 - (1) When contractor personnel send e-mail messages to government personnel while performing on this contract, the contractor's e-mail address shall include the company name together with the person's name.
 - (2) When it is necessary for contractor personnel to have a user address on a Government computer, the government shall ensure that person's e-mail address includes the name of their company.

End of Section H

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999

52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	SEP 1999
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

HQ TRADOC PROTEST RULES

1. Definitions:

- a. "Day" as used herein means a 'calendar' day as set out in FAR 33.101.
- b. "Filed" as used herein means complete receipt of the document at issue by the recipient before 4:30 p.m., local time. Documents received after 4:30 p.m. are considered filed as of the next day.
- c. "Interested Party" as used herein means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- d. "Protest" as used herein means a written objection by an interested party to any of the following:
 - (1) A solicitation for a contract for the procurement of property or services.
 - (2) The cancellation of a solicitation.

(3) An award or proposed award of a contract.

(4) A termination or cancellation of an award of a contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

2. Policy. Prior to submission of a protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. In the event an interested party wishes to have an agency protest decided at a level above the contracting officer, the interested party may file a HQ, TRADOC protest. A HQ, TRADOC protest serves as an "alternative to consideration by the contracting officer" within the meaning of FAR 33.103(d)(4).

3. Who May File. Only interested parties are eligible to file HQ, TRADOC protests.

4. Where To File. A HQ, TRADOC protest shall be filed with the contracting office that issued the solicitation. The contracting office shall forward the protest to HQ, TRADOC, Office of The Principal Assistant Responsible for Contracting (see Rule 12).

5. When To File.

a. Improprieties In The Solicitation.

(1) Invitation For Bids (IFB). A HQ, TRADOC protest alleging improprieties in an IFB solicitation must be filed prior to bid opening if the improprieties were apparent prior to that time.

(2) Request For Proposals (RFP). A HQ, TRADOC protest alleging improprieties in an RFP solicitation must be filed prior to the time set for receipt of initial proposals if the improprieties were apparent prior to that time. If an alleged impropriety did not exist in the initial solicitation but was later incorporated into the solicitation by an amendment, a protest based on that impropriety must be filed before the next closing time established for submitting proposals.

b. Other Improprieties. In all other cases, HQ, TRADOC protests must be filed not later than 10 days after the protester knew or should have known the basis of the protest (whichever is earlier), with the exception of protests challenging an RFP procurement under which a debriefing is requested and, when requested, is required (i.e., a statutorily required debriefing). In such case, with respect to any protest basis which was known or should have been known before the statutorily required debriefing, the protester must not file its initial protest before the debriefing date offered to the protester, but must file its protest not later than 10 days after the date on which the debriefing was held.

c. Exception To Timeliness Rules. HQ, TRADOC may, for good cause shown, or where it determines that a protest raises issues significant to its acquisition process, may consider the merits of any protest which is not timely filed.

d. Subsequent General Accounting Office (GAO) Protest. Special GAO timeliness rules govern protests initially filed with HQ, TRADOC. In such cases, the protest to GAO must be filed not later than 10 days after the protester learned of an initial adverse HQ, TRADOC decision.

6. Protest Issues Not For Consideration. The following protests may be summarily dismissed:

a. Protests which are untimely (but see rule 5c).

b. Protests based in contract administration (see 4 CFR ? 21.5(a)).

c. Protests based upon Small Business Administration issues (see 4 CFR ? 21.5(b)).

d. Protests based upon the contracting officer's affirmative determination of responsibility (see 4 CFR ? 21.5(c)).

e. Protests based upon violation of the Procurement Integrity Act where the protester failed to timely report the alleged violation as set forth at 4 CFR ? 21.5(d).

f. Protests which lack a detailed statement of the legal and factual grounds of protest (see rule 7) or which fail to clearly state legally sufficient grounds of protest (see 4 CFR ? 21.5(f)).

g. Protests by subcontractors.

7. Protest Contents. A HQ, TRADOC protest shall:

a. Be signed by the protester or an authorized representative.

b. Contain a statement which specifically identifies the protest as a "HQ, TRADOC" protest.

c. Include the following information:

(1) Name, address, and fax and telephone numbers of the protester.

(2) Solicitation or contract number.

(3) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

(4) Copies of relevant documents.

(5) Request for a decision by HQ, TRADOC.

(6) Statement as to the form of relief requested.

(7) Information establishing that the protester is an interested party for the purpose of filing a protest.

(8) Information establishing the timeliness of the protest.

8. Decision Authority. The TRADOC Principal Assistant Responsible for Contracting (PARC) will decide HQ, TRADOC protests. The PARC will be assisted by the TRADOC Office of the Staff Judge Advocate (OSJA).

9. Remedies.

a. The PARC may take any action that could have been recommended by the Comptroller General had the protest been filed with the GAO. Specifically, the PARC may direct that the Government implement any combination of the following remedies:

(1) Refrain from exercising options under the contract.

(2) Terminate the contract.

(3) Recompete the contract.

(4) Issue a new solicitation.

(5) Award a contract consistent with statute and regulation.

(6) Take such other action as the PARC deems necessary to promote compliance with statute and regulation.

b. The PARC may also direct that the local installation reimburse the protester (out of funds available for the procurement) for bid and proposal costs as well as the cost, exclusive of profit, of filing and pursuing the protest, including reasonable attorney and consultant fees.

(1) Determination Of Reimbursement Costs.

(i) Protester Submission Of Request For Reimbursement. If the PARC awards the protester reimbursement for costs, the protester will file with the contracting officer a request for reimbursement. The request must be filed within 15 days of receipt of the PARC's decision. Failure to timely file the request for reimbursement will release the Government from its obligation to reimburse the protester for its costs.

(ii) Review By Contracting Officer. The contracting officer shall have 30 days to review the request for reimbursement and reach agreement with the protester on the amount of cost to be paid.

(iii) Disputes. The PARC, upon request of the protester, will resolve disputes regarding reimbursement.

(iv) Reimbursement Limitations. Consultant fees shall not exceed the rate of pay for a GS 15, step 10. Attorney fees shall not exceed \$150.00 per hour.

(2) Subsequent Proposals, Billings & Claims. Any cost reimbursement the protester receives under this section shall not be the subject of subsequent proposals, billings, or claims against the Government.

(3) Awardee Misconduct. Where a post award protest is sustained as a result of an awardee's misstatement, misrepresentation, or miscertification, the Government may require the awardee to reimburse the Government the amount of costs awarded to the protester. In addition to any other remedy available, and pursuant to the requirements of FAR 32.6, the Government may collect this debt by offsetting the amount against any payment due the awardee under any contract between the awardee and the Government.

10. Election Of Forum. While a HQ, TRADOC protest is pending, the protester agrees not to file the same protest with any other forum. If the protester nonetheless files the same protest with another forum, the HQ, TRADOC protest shall be dismissed.

11. Effect of Protest On Award And Performance.

a. Protest Before Award. Upon receipt of a protest before award, contract award will be stayed, pending resolution of the protest, unless the TRADOC Special Competition Advocate (CA) decides, in writing, that override of the automatic stay is justified for urgent and compelling reasons or is in the best interest of the Government. If award is stayed pending resolution of the protest, the contracting officer will so inform those offerors who might become eligible for award. If appropriate, these offerors should be requested, before expiration of the time for acceptance of their offers, to extend the time for acceptance to avoid the need for resolicitation.

b. Protest After Award. Upon receipt of a protest within 10 days after contract award or within 5 days after a debriefing date offered to a protester under a timely debriefing request in accordance with FAR 15.1006, whichever is later, the contracting officer shall immediately suspend performance, pending resolution of the protest, unless the CA decides, in writing, that override of the automatic suspension is justified for urgent and compelling reasons or is in the best interest of the Government.

c. Override Factors. The CA will consider the following factors in determining whether override is justified-

- (1) The protest's likelihood of success on the merits.
- (2) The degree of harm to the Government if override is denied.
- (3) The degree of harm to the Government if override is approved and the protest is sustained.

d. **Override Procedures.** If the contracting officer decides that the circumstances of the procurement justify an override, he/she shall, within three days after the contracting office is notified of the protest, file a memorandum with the CA which addresses the factors set out in rule 11c.

e. **GAO Stay.** The statutory stay timeliness provisions set out at 31 USC 3553 are not tolled during the pendency of the HQ, TRADOC protest. In other words, pursuing a HQ, TRADOC protest does not extend the time for obtaining a stay at GAO.

12. **Processing Of Protest.** Within 14 days after the HQ, TRADOC protest is filed, the contracting officer, with the advice and assistance of local legal counsel, shall provide the PARC one copy of the protest administrative report (PAR).

a. **PAR Contents.** The PAR shall contain, as appropriate:

(1) The protest.

(2) The offer submitted by the protester.

(3) The offer being considered for award or being protested.

(4) All relevant evaluation documents.

(5) The solicitation, including the specifications or portions relevant to the protest.

(6) The abstract of offers or relevant portions thereof.

(7) Any other relevant document.

(8) The contracting officer's signed statement of relevant facts and the local counsel's memorandum of law. The contracting officer's statement shall set forth findings, actions, and recommendations, and any additional evidence or information not provided in the protest file that may be necessary to determine the merits of the protest.

b. **Discovery.** Neither party to the protest is entitled to discovery. The PARC at his discretion may, however, provide the PAR or portions thereof to the protester. In addition, the PARC may direct either party to provide additional documentation to the PARC and opposing party.

c. **Ex Parte Discussions.** The PARC and the OSJA may engage in ex parte discussions with the parties.

d. **Supplementation Of The Record.** Either party may supplement the record until the 25th day after the protest was filed.

e. **Hearing.** Neither party is entitled to a hearing. The case will be determined based upon the record and any discussions between the PARC and the parties.

f. **Decision.** The PARC will render a decision within 35 days after the protest is filed. The decision shall be provided to the protester using a method that provides evidence of receipt.

13. **Time Extensions.** For good cause shown, the PARC may grant time extensions.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 122 months.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Chief	\$18.41	Total estimated Fringe = 35%
Fire Captain	\$15.05	
Engineer Driver	\$13.54	
Fire Fighter	\$12.15	
Fire Inspector	\$16.67	

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.com>.

(End of clause)

End of Section I

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Technical Exhibit 1	CDRL'S	1	DEC 07, 2001
Technical Exhibit 2	DOL Wage Determination	8	JAN 29, 2002
Technical Exhibit 3	MOU – MFFA	107	JAN 1, 2001
Technical Exhibit 4	MOU FMA	13	JAN 1, 2000
Technical Exhibit 5	MOU – MEA	10	JUL 1, 2000
Technical Exhibit 6	MOU - GEM	27	JUL 1, 2000

Technical Exhibits 3 through 6 are hereby incorporated by reference.

TECHNICAL EXHIBIT 1

CONTRACT DATA REQUIREMENTS LIST					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 440 hours per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP: TM: OTHER: <i>General Data</i>		
D. SYSTEM / ITEM POM ATZP-DPS			E. CONTRACT / PR NO. DABT67-02-C0004		F. CONTRACTOR	
1. DATA ITEM No A0001		2. TITLE OF DATA ITEM DA form 285			3. SUBTITLE <i>Accident Report</i>	
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE C.1.5		6. REQUIRING OFFICE ATZP-DOC	
7. DD 250 REQ	9. DIST STATEMENT	10. FREQUENCY As	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION a. ADDRESSEE b. COPIES Draft Final	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <i>As Required</i>			
16. REMARKS <i>Notify the Contracting Officer in writing within 3 days of any employee becoming Incapacitated due to an accident.</i>					ATZP-DOC	
					ATZP-DPS	
					15. TOTAL	
1. DATA ITEM No A0002		2. TITLE OF DATA ITEM <i>Exposure Data</i>			3. SUBTITLE Report of Traumatic Incidents	
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE C.1.5.1		6. REQUIRING OFFICE ATZP-DOC	
7. DD 250 REQ	9. DIST STATEMENT	10. FREQUENCY <i>As Required</i>	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION a. ADDRESSEE b. COPIES Draft Final Reg. Repro	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <i>As Required</i>			
16. REMARKS Maintain records and notify the contracting Officer within 3 <i>Resulting in death, traumatic injury occupational disease and/or damage.</i>					ATZP-DOC	
					ATZP-DPS	
					15. TOTAL	
1. DATA ITEM No A0003		2. TITLE OF DATA ITEM <i>Records and Reports</i>			3. SUBTITLE <i>Monthly Response Data</i>	
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE C.4.2.1		6. REQUIRING OFFICE ATZP-DOC	
7. DD 250 REQ	9. DIST STATEMENT	10. FREQUENCY <i>As Required</i>	12. DATE OF FIRST SUBMISSION <i>10 days of Contract Award</i>		14. DISTRIBUTION a. ADDRESSEE b. COPIES <i>DRAFT</i> Final Reg. Repro	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <i>As Required</i>			
16. REMARKS <i>The Contractor shall establish monthly reports data by the fifth workday of the Following month and other data as required by the Contracting Officer.</i>					ATZP-DOC	
					ATZP-DPW	
					15. TOTAL	
G. PREPARED BY E. Malissa Williams		H. DATE 12/11/01		I. APPROVED BY <i>Sue Broady</i>		J. DATE 12/11/01

TECHNICAL EXHIBIT 2**WAGE DETERMINATION NO: 94-2049 REV (17) AREA: CA, MONTEREY**

WAGE DETERMINATION NO: [h0h2](#)**94-2049** REV (17) AREA: CA, MONTEREY
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 | WASHINGTON D.C. 20210
 |
 |
 |
 | Wage Determination No.: 1994-2049
 William W.Gross Division of | Revision No.: 17
 Director Wage Determinations | Date Of Last Revision: 01/29/2002

State: [h1h3](#)**California**
 Area: [h2h4](#)**California** Counties of Monterey, San Benito

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE RATE	MINIMUM WAGE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.87
Accounting Clerk II	10.78
Accounting Clerk III	12.66
Accounting Clerk IV	14.62
Court Reporter	13.28
Dispatcher, Motor Vehicle	15.10
Document Preparation Clerk	11.10
Duplicating Machine Operator	11.10
Film/Tape Librarian	12.53
General Clerk I	8.20
General Clerk II	9.21
General Clerk III	12.33
General Clerk IV	13.78
Housing Referral Assistant	14.87
Key Entry Operator I	9.93
Key Entry Operator II	11.76
Messenger (Courier)	8.53
Order Clerk I	10.14
Order Clerk II	13.24
Personnel Assistant (Employment) I	9.83
Personnel Assistant (Employment) II	11.03
Personnel Assistant (Employment) III	13.92

Personnel Assistant (Employment) IV	15.54
Production Control Clerk	14.86
Rental Clerk	12.21
Scheduler, Maintenance	12.21
Secretary I	12.21
Secretary II	13.65
Secretary III	14.87
Secretary IV	18.03
Secretary V	19.95
Service Order Dispatcher	12.53
Stenographer I	10.57
Stenographer II	11.88
Supply Technician	18.03
Survey Worker (Interviewer)	13.28
Switchboard Operator-Receptionist	11.50
Test Examiner	13.65
Test Proctor	13.65
Travel Clerk I	9.50
Travel Clerk II	10.08
Travel Clerk III	10.81
Word Processor I	10.58
Word Processor II	11.88
Word Processor III	13.29
Automatic Data Processing Occupations	
Computer Data Librarian	13.01
Computer Operator I	9.64
Computer Operator II	11.32
Computer Operator III	12.57
Computer Operator IV	13.96
Computer Operator V	15.48
Computer Programmer I (1)	15.66
Computer Programmer II (1)	18.79
Computer Programmer III (1)	22.28
Computer Programmer IV (1)	26.97
Computer Systems Analyst I (1)	16.34
Computer Systems Analyst II (1)	19.37
Computer Systems Analyst III (1)	23.43
Peripheral Equipment Operator	11.28
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.27
Automotive Glass Installer	18.39
Automotive Worker	18.39
Electrician, Automotive	19.29
Mobile Equipment Servicer	14.79
Motor Equipment Metal Mechanic	20.14
Motor Equipment Metal Worker	18.39
Motor Vehicle Mechanic	18.07
Motor Vehicle Mechanic Helper	13.98
Motor Vehicle Upholstery Worker	17.49
Motor Vehicle Wrecker	18.39
Painter, Automotive	19.29
Radiator Repair Specialist	18.39
Tire Repairer	13.10
Transmission Repair Specialist	20.14
Food Preparation and Service Occupations	
Baker	11.63

Cook I	11.88
Cook II	13.17
Dishwasher	9.07
Food Service Worker	9.07
Meat Cutter	14.65
Waiter/Waitress	8.42
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.67
Furniture Handler	12.90
Furniture Refinisher	18.02
Furniture Refinisher Helper	14.58
Furniture Repairer, Minor	16.27
Upholsterer	18.02
General Services and Support Occupations	
Cleaner, Vehicles	7.89
Elevator Operator	9.52
Gardener	13.02
House Keeping Aid I	8.02
House Keeping Aid II	8.56
Janitor	9.52
Laborer, Grounds Maintenance	10.96
Maid or Houseman	8.02
Pest Controller	12.83
Refuse Collector	10.43
Tractor Operator	12.33
Window Cleaner	10.15
Health Occupations	
Dental Assistant	13.91
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.57
Licensed Practical Nurse I	11.52
Licensed Practical Nurse II	12.93
Licensed Practical Nurse III	14.46
Medical Assistant	12.22
Medical Laboratory Technician	12.93
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.54
Nursing Assistant II	8.87
Nursing Assistant III	9.68
Nursing Assistant IV	10.86
Pharmacy Technician	14.02
Phlebotomist	12.93
Registered Nurse I	15.98
Registered Nurse II	19.56
Registered Nurse II, Specialist	19.56
Registered Nurse III	23.67
Registered Nurse III, Anesthetist	23.67
Registered Nurse IV	28.35
Information and Arts Occupations	
Audiovisual Librarian	18.75
Exhibits Specialist I	13.75
Exhibits Specialist II	17.18
Exhibits Specialist III	21.01
Illustrator I	13.75
Illustrator II	17.18
Illustrator III	21.01

Librarian	20.75
Library Technician	13.51
Photographer I	11.50
Photographer II	14.39
Photographer III	17.96
Photographer IV	21.98
Photographer V	26.60
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.89
Counter Attendant	7.89
Dry Cleaner	9.12
Finisher, Flatwork, Machine	7.89
Presser, Hand	7.89
Presser, Machine, Drycleaning	7.89
Presser, Machine, Shirts	7.89
Presser, Machine, Wearing Apparel, Laundry	7.89
Sewing Machine Operator	10.41
Tailor	11.76
Washer, Machine	8.49
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.02
Tool and Die Maker	21.18
Material Handling and Packing Occupations	
Forklift Operator	14.52
Fuel Distribution System Operator	15.42
Material Coordinator	14.86
Material Expediter	14.86
Material Handling Laborer	11.54
Order Filler	11.69
Production Line Worker (Food Processing)	12.59
Shipping Packer	11.63
Shipping/Receiving Clerk	11.63
Stock Clerk (Shelf Stocker; Store Worker II)	13.04
Store Worker I	10.81
Tools and Parts Attendant	13.88
Warehouse Specialist	13.88
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	18.83
Aircraft Mechanic Helper	14.58
Aircraft Quality Control Inspector	19.68
Aircraft Servicer	16.27
Aircraft Worker	17.15
Appliance Mechanic	18.02
Bicycle Repairer	12.96
Cable Splicer	18.83
Carpenter, Maintenance	20.66
Carpet Layer	17.57
Electrician, Maintenance	21.65
Electronics Technician, Maintenance I	15.87
Electronics Technician, Maintenance II	16.66
Electronics Technician, Maintenance III	17.41
Fabric Worker	16.27
Fire Alarm System Mechanic	18.83
Fire Extinguisher Repairer	15.42
Fuel Distribution System Mechanic	18.83
General Maintenance Worker	15.88

Heating, Refrigeration and Air Conditioning Mechanic	21.65
Heavy Equipment Mechanic	18.83
Heavy Equipment Operator	20.51
Instrument Mechanic	18.83
Laborer	9.07
Locksmith	18.02
Machinery Maintenance Mechanic	18.83
Machinist, Maintenance	16.37
Maintenance Trades Helper	13.76
Millwright	18.83
Office Appliance Repairer	18.02
Painter, Aircraft	18.02
Painter, Maintenance	18.02
Pipefitter, Maintenance	18.83
Plumber, Maintenance	19.29
Pneudraulic Systems Mechanic	18.83
Rigger	18.83
Scale Mechanic	17.15
Sheet-Metal Worker, Maintenance	21.65
Small Engine Mechanic	17.15
Telecommunication Mechanic I	18.83
Telecommunication Mechanic II	19.68
Telephone Lineman	18.83
Welder, Combination, Maintenance	16.37
Well Driller	18.83
Woodcraft Worker	18.83
Woodworker	15.42
Miscellaneous Occupations	
Animal Caretaker	10.26
Carnival Equipment Operator	9.47
Carnival Equipment Repairer	10.00
Carnival Worker	7.89
Cashier	8.28
Desk Clerk	9.37
Embalmer	17.93
Lifeguard	9.04
Mortician	17.93
Park Attendant (Aide)	11.36
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.87
Recreation Specialist	10.64
Recycling Worker	12.52
Sales Clerk	9.04
School Crossing Guard (Crosswalk Attendant)	9.07
Sport Official	9.04
Survey Party Chief (Chief of Party)	14.88
Surveying Aide	7.79
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.68
Swimming Pool Operator	12.74
Vending Machine Attendant	10.89
Vending Machine Repairer	12.74
Vending Machine Repairer Helper	10.89
Personal Needs Occupations	
Child Care Attendant	8.27
Child Care Center Clerk	10.32
Chore Aid	9.06
Homemaker	13.11

Plant and System Operation Occupations	
Boiler Tender	18.83
Sewage Plant Operator	19.29
Stationary Engineer	18.83
Ventilation Equipment Tender	14.58
Water Treatment Plant Operator	20.71
Protective Service Occupations	
Alarm Monitor	11.48
Corrections Officer	20.36
Court Security Officer	20.36
Detention Officer	20.36
Firefighter	18.02
Guard I	8.16
Guard II	9.13
Police Officer	22.82
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.73
Hatch Tender	14.73
Line Handler	14.73
Stevedore I	12.17
Stevedore II	15.44
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.33
Air Traffic Control Specialist, Station (2)	20.22
Air Traffic Control Specialist, Terminal (2)	22.27
Archeological Technician I	12.90
Archeological Technician II	14.78
Archeological Technician III	18.32
Cartographic Technician	17.43
Civil Engineering Technician	19.07
Computer Based Training (CBT) Specialist/ Instructor	16.58
Drafter I	10.88
Drafter II	12.20
Drafter III	15.27
Drafter IV	19.07
Engineering Technician I	9.80
Engineering Technician II	10.99
Engineering Technician III	13.75
Engineering Technician IV	17.18
Engineering Technician V	21.01
Engineering Technician VI	25.43
Environmental Technician	18.19
Flight Simulator/Instructor (Pilot)	20.68
Graphic Artist	16.72
Instructor	17.76
Laboratory Technician	12.94
Mathematical Technician	19.07
Paralegal/Legal Assistant I	14.40
Paralegal/Legal Assistant II	17.54
Paralegal/Legal Assistant III	21.45
Paralegal/Legal Assistant IV	25.94
Photooptics Technician	17.97
Technical Writer	23.49
Unexploded (UXO) Safety Escort	18.64
Unexploded (UXO) Sweep Personnel	18.64
Unexploded Ordnance (UXO) Technician I	18.64

Unexploded Ordnance (UXO) Technician II	22.55
Unexploded Ordnance (UXO) Technician III	27.03
Weather Observer, Combined Upper Air and Surface Programs (3)	15.19
Weather Observer, Senior (3)	16.89
Weather Observer, Upper Air (3)	15.19
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	16.08
Parking and Lot Attendant	7.60
Shuttle Bus Driver	11.09
Taxi Driver	10.17
Truckdriver, Heavy Truck	15.96
Truckdriver, Light Truck	10.42
Truckdriver, Medium Truck	15.51
Truckdriver, Tractor-Trailer	16.32

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a

Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.